

INTELLECTUAL PROPERTY PURCHASE AGREEMENT AND ASSIGNMENT

This INTELLECTUAL PROPERTY PURCHASE AGREEMENT AND ASSIGNMENT (the "Agreement") is made and entered into as of this 26th day of June, 2008 (the "Effective Date"), by and between BCDE GROUP LLC, a Minnesota limited liability company (the "Purchaser"), and BCDE GROUP WASTE MANAGEMENT LTD, OY, a Finnish corporation ("Seller"). Purchaser and Seller may be referred to herein individually as a "Party" and, collectively, as "Parties."

RECITALS

WHEREAS, Seller is a developer and supplier of certain technologies utilized for the processing of waste streams and industrial process systems ("Seller's Business") and is the sole and exclusive owner of certain Patent Rights of waste water treatment technology (as defined below in Section 1.1) related to Seller's Business;

WHEREAS, the Board of Directors of Seller has determined that it is in the best interests of Seller and the best interests of Seller's shareholders, to sell, assign, transfer, convey and deliver to Purchaser the Patent Rights, subject to the terms and conditions set forth below; and

WHEREAS, Purchaser is privately-held independent limited liability company organized under the laws of the State of Minnesota (USA) and its Board of Directors has determined that it is in the best interests of Purchaser and its members to purchase such Patent Rights from Seller to further its business purpose of manufacturing, producing, marketing, selling and leasing products and services in the waste elimination industry; and

WHEREAS, in furtherance of Seller's business and Purchaser's business purpose, Purchaser and Seller have entered into that certain Waste Elimination Technology License Agreement of even date herewith (the "License Agreement"), pursuant to which, among other things, Seller has granted to Purchaser an exclusive license to certain of Seller's technologies and intellectual property rights in North America.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

ARTICLE I PURCHASE OF ASSETS

1.1 Purchased Assets. Subject to the terms and conditions set forth in this Agreement, Seller hereby agrees to sell, assign, transfer and deliver to Purchaser, free and clear of all liens, claims and encumbrances, and Purchaser agrees to purchase and accept from Seller, effective as of the date that Purchaser satisfies the payment obligations as set forth in Article 2, all right, title, and interest in and to: (i) the patent rights as more specifically set forth on Exhibit A, including the inventions embodied therein and all documentation filed in support thereof (collectively, the "Patent Rights"); and (ii) all rights to further protect and Exploit such Patent Rights in North America. The Patent applications will be extended to include also Canada and Mexico. "Patent Rights" shall include any improvements thereto and all related know-how for the formulae and application processes for the Patent Rights, including, without limitation, all continuations, continuations-in-part, substitutions, divisions, continuations-in-part, reissues, renewals, registrations, confirmations, re-examinations, extensions, supplementary protection certificates and the like, and any provisional applications, of any such Patent Rights, including, without limitation, any trademarks, trade names, copyrights, and the goodwill associated with the foregoing, and the right to sue for past, present and future infringements of the Patent Rights. As used in this Agreement, "Exploit"



or "Exploitation" shall mean to make, have made, import, use, sell, offer for sale, or otherwise dispose of products or services embodying the Patent Rights, including all discovery, research, development, registration, modification, enhancement, improvement, manufacture, storage, formulation, optimization, importation, exportation, transportation, distribution, commercialization, promotion and marketing activities related thereto.

1.2 No Assumption of Liabilities. The Parties agree Purchaser shall not assume or be obligated under, or become liable for, any debt, liability, contract, or obligation whatsoever of Seller. Seller shall be responsible for the payment or performance and full discharge of all debts, liabilities, contracts and obligations of each such party, including any and all liabilities and obligations relating to the Patent Rights on or before the Effective Date.

ARTICLE 2 PURCHASE PRICE

2.1 Purchase Price. As consideration for the Patent Rights, Purchaser shall pay to Seller the sum of One Hundred Thousand (100,000) Euros (the "Purchase Price") per patent included in Exhibit A.

2.2 Payment of Purchase Price. The Purchase Price shall be payable by Purchaser to Seller in conjunction with the payment of the "Technology Transfer Fee" (as such term is defined in the License Agreement) per patented technology included in Exhibit A. The date upon which Purchaser pays the Purchase Price to Seller shall be referred to herein as the "Closing Date". On the Closing Date, Seller shall execute and deliver an assignment substantially in the form attached hereto as Exhibit B conveying the Patent Rights to Purchaser free and clear of any and all liens, security interests, charges, encumbrances, licenses or other third party rights or property interests of any kind or nature whatsoever.

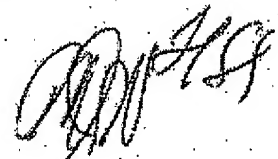
2.3 Payment Terms. If payments of the Purchase Price and/or Technology Transfer Fee have not been made as specified herein and/or in the License Agreement, or if Dr. Hannu L. Suominen owns less than a majority of the voting membership interest of Purchaser at any time prior to the Permanent Assignment (as defined in the License Agreement), then this Agreement will be terminated and the anticipated purchase by Purchaser of the Patent Rights will be null and void, with all right, title and interest in such Patent Rights remaining with Seller.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

Seller hereby represents and warrants to Purchaser as of the Effective Date as follows:

3.1 Authorization. The execution, delivery and performance of this Agreement by Seller and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action, as evidenced by Seller's delivery to Purchaser of that certain Officer's Certificate dated June __, 2008 attaching resolutions of Seller's Board of Directors authoring such action. This Agreement is a legally valid and binding obligation of Seller, enforceable in accordance with its respective terms.

3.2 Intellectual Property Warranties. Seller represents and warrants to Purchaser that: (a) Seller is the lawful owner of the Patent Rights, free and clear of all liens, claims and encumbrances, and has the full legal right to assign and transfer the Patent Rights in accordance with this Agreement; (b) no material misrepresentations, omissions or other inequitable conduct has occurred that may have an adverse effect on the Patent Rights; (c) there are no other licenses or any other third party rights affecting the Patent Rights; (d) there is no claim, litigation or proceeding pending or threatened against Seller with respect to the Patent Rights, or any component thereof, alleging infringement of Intellectual Property



Rights (defined below) of any person or entity (including interference, cancellation or other protest); (e) there is no claim, litigation or proceeding pending or threatened alleging infringement of any Intellectual Property Rights of any person or entity that could impact the ability of Seller to transfer the Patent Rights; and (f) that neither the performance of its obligations hereunder, nor the furnishing or Exploitation of the Patent Rights, will in any way infringe or otherwise violate any Intellectual Property Rights, non-disclosure agreement, or other rights of any third party. "Intellectual Property Rights" shall mean any and all proprietary rights, title, interest, and benefit including, without limitation: (i) patents (including without limitation originals, divisionals, continuations, continuations-in-part, extensions, domestic applications, utility models and re-issues) and the rights to make, use, sell, practice, and offer for sale under patent law; (ii) all inventions (whether patentable or not), inventions disclosures, improvements, trade secrets, and the rights to use and disclose under trade secret law, proprietary information, know-how, methods, technology, technical data, processes, designs, techniques, and all documentation relating to the foregoing; (iii) copyrights (including all registrations and applications therefor) and the rights to publish, copy, adapt, distribute, transmit, display, and perform under copyright law; (iv) trade names, or (v) or unfair competition law domestic or foreign.

3.3. No Additional Intellectual Property. Seller represents and warrants that no other related Intellectual Property Rights are necessary to exploit the Patent Rights.

ARTICLE 4 COVENANTS

Purchaser and Seller hereby covenant and agree as follows:

4.1 Infringement of Patent Rights. As of the Closing Date, Purchaser may, but shall not be required to, prosecute any alleged or threatened infringement of any Patent Right(s) of which it is aware or which is brought to its attention.

4.2 Notification of Unauthorized Use. If, at any time after the Closing Date, Seller or Purchaser becomes aware of any unauthorized use, or suspected unauthorized use, of any aspect of the Patent Rights granted to Purchaser hereunder the parties shall promptly notify each other in writing.

4.3 Intellectual Property Litigation. With regard to any suit, action or other proceeding in connection with defense or enforcement of the Patent Rights, Seller hereby covenant and agree to reasonably cooperate and assist Purchaser in evaluating and conducting such enforcement and/or defense. Such assistance shall include, but not be limited to, reviewing documents, meeting with Purchaser's counsel, attending depositions, and attending hearings and trials. Seller shall be entitled to reimbursement of reasonable travel, out-of-pocket, time related and other expenses incurred by Seller in carrying out such assistance as shall be pre-approved by Purchaser.

4.4 Further Actions: Protection and Enforcement. Seller irrevocably designates and appoints Purchaser, or who he order, to act for in his behalf and stead to execute, register and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution and issuance of the Patent Rights with the same legal force and effect as if executed by Seller. Seller shall do all acts reasonably necessary to promptly assist Purchaser in obtaining, transferring and/or assigning, including without limitation, executing such documents as Purchaser may reasonably request. All expenses related from the above executions shall be covered by Purchaser only.

Handwritten signature and initials, possibly "JH" or "JHJ", in dark ink.

4.5 Patent Prosecution Abandonment. Following the Closing Date, in respect of the Patent Rights, Purchaser shall be responsible for the continued prosecution of any patent applications that comprise the Patent Rights to the issuance of the resulting patents and the maintenance of all such resulting patents and the issued patents that comprise such Patent Rights. If Purchaser elects not to pursue the prosecution or maintenance of any such patent applications and/or issued patents or to take any other action that is necessary or useful to establish or preserve rights with respect to such intellectual property, then Purchaser shall so notify Seller in writing and at least thirty (30) days prior to any deadlines by which an action must be taken to establish or preserve any such rights. Upon receipt of any such notice by Purchaser, Seller may pursue the filing or registration, or support the continued prosecution or maintenance, of such intellectual property rights at its expense.

ARTICLE 5 LIMITATION OF LIABILITY

EXCEPT FOR ANY DAMAGES ARISING PURSUANT TO ARTICLE 3 (REPRESENTATIONS AND WARRANTIES), NO PARTY WILL BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THE PARTIES HAVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

ARTICLE 6 MISCELLANEOUS

6.1 Notices. All notices or other communications required or permitted to be given under this Agreement shall be in writing and addressed to the applicable Party as follows and shall be deemed effectively given on the earliest of: (a) when delivered, if personally delivered; (b) on the fifth (5th) business day following the date of mailing if delivered by certified or registered mail, return receipt requested; (c) on the date of transmission, if delivered by facsimile or email transmission; or (d) when received by the Party to whom notice is intended or required to be given.

If to Purchaser: BCDE GROUP LLC
1613 Gettysburg Avenue North
Minneapolis, MN 55427
Attn: Mark J. Wuollet, *Managing Partner*
Facsimile:
Email: mark.wuollet@bcdgroup.us

With a copy to: Maslon Edelman Borum & Brand, LLP
90 South Seventh Street, Suite 3300
Minneapolis, MN 55402-4140
Attn: John W. Provo
Facsimile: (612) 642-8331
Email: john.provo@maslon.com

If to Seller: BCDE GROUP WASTE MANAGEMENT LTD, OY
SINKELLONPOLKU 3, 01300
VANTAA, FINLAND
Attn: Dr. Hannu L. Suominen
Facsimile: +358 9 56 55 1310



Email: hannu.suominen@bcdgroup.us

With a copy to: Dr. Hannu L. Suominen
7745 Kingsview L. N.
Maple Grove, MN 55311, USA
Email: hannu.suominen@bcdgroup.us

6.2 Assignment. This Agreement shall not be assignable by Seller or Purchaser without the prior written consent of Purchaser or Seller, respectively, which consent shall not be unreasonably withheld. No consent shall be required for assignment (a) to an entity acquiring all or substantially all of the stock or assets of Seller of a Party by merger, consolidation, purchase or similar transaction; or (b) to an affiliate, as applicable. In each case of assignment remitted hereunder, the assignee shall have agreed in writing to be bound by the provisions of this Agreement. All reference to a Party in this Agreement shall, to the extent reasonably necessary to carry out the purpose of this Section 6.2, be considered references to each permitted transferee or assignee of such Party.

6.3 Governing Law, Negotiation and Dispute Resolution. This Agreement shall be governed by and interpreted in accordance with the Laws of Finland. Prior to engaging in any formal dispute resolution with respect to any dispute, controversy or claim arising out of or in relation to this Agreement or the breach, termination or invalidity of this Agreement, an executive officer of each Party, shall attempt to resolve such dispute for a period of not less than thirty (30) days. In case a settlement is not reached by the Parties by means of negotiation within sixty (60) days from the written request by a Party, the provisions on arbitration herein shall apply. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finnish Central Chamber of Commerce by one (1) arbitrator appointed by the Arbitration Board. The place of arbitration shall be Helsinki. The arbitration proceedings shall be conducted in the English language.

6.4 Term; Survival of Certain Provisions. The provisions of this Agreement shall expire upon the full and complete performance of the obligations of the Parties hereunder. Expiration or termination of this Agreement will not release any Party from any obligations or liabilities that by their nature would be intended to be applicable following any such expiration or such termination, including Article 3 (Representations and Warranties), Article 4 (Covenants), Article 5 (Limitation of Liability) and Article 6 (Miscellaneous).

6.5 Successors. This Agreement shall be binding upon and inure to the benefit of the successors or permitted assigns of a Party hereto.

6.6 No Third-Party Beneficiaries. The Parties intend that this Agreement will not benefit or create any right or cause of action in or on behalf of any person or entity other than the Parties.

6.7 Modification and Non-Waiver. No modification of this Agreement and no waiver of any breach of this Agreement will be effective unless in writing and signed by an authorized representative of the Party against whom enforcement is sought. The failure of a Party to insist upon the strict performance of any of the provisions of this or the failure of a Party to exercise any right or remedy hereby reserved shall not be construed as a waiver of any such provisions, rights or remedies, or as a waiver of any subsequent breach thereof.



6.8 Interpretation. Article and Section headings are provided for convenience only and are not to be used to construe or interpret this Agreement. Whenever the words "include" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation."

6.9 Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, such unenforceability or invalidity shall not render this Agreement invalid as a whole and, in such event, such provision shall, if possible, be changed and interpreted so as best to accomplish the objective of such unenforceable or invalid provision.

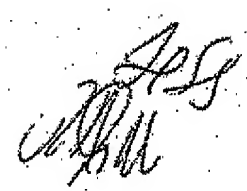
6.10 Contrary, Inconsistent, or Additional Terms. Any terms or conditions contained in an exhibit, attachment, or mutually executed addenda hereto, that may be contrary to, inconsistent with, or in addition to the terms and conditions contained in this Agreement, will be governed, interpreted, and construed by the terms of the applicable exhibit, attachment, or amendment solely with respect to the subject matter of such exhibit, attachment, or amendment.

6.11 Reservation of Rights. All rights of the Parties are reserved unless explicitly granted under this Agreement.

6.12 Entire Understanding. This Agreement includes the License Agreement and any properly executed attachments, including, but not limited to, exhibits, or addenda, now or hereafter attached hereto. Further, the Parties agree that the License Agreement, the Recitals and the attachments contained herein are specifically incorporated into the Agreement by reference herein. In addition, this Agreement constitutes the exclusive and entire agreement between the Parties with respect to its subject-matter and as of its date supersedes all prior or contemporaneous agreements, negotiations, representations and proposals, written or oral, relating to its subject-matter. No Party will be bound or liable to another Party for any representation, promise or inducement made by any agent or person in the other's employ that is not embodied in this Agreement. This Agreement may only be modified by an instrument executed by the Parties.

6.13 Counterparts; Facsimile. This Agreement may be executed in counterparts, each of which shall be considered an original. This Agreement may be executed by one or more of the Parties by facsimile or email transmitted signature and each Party agrees that the reproduction of signatures by way of telecopying device or by an email transmitted data file (e.g. .pdf file) will be treated as though such reproductions were executed originals.

Signature Page Follows

A handwritten signature in dark ink, appearing to be 'J. S. G.', is located in the bottom right corner of the page.

OY IP Purchase Agreement and Assignment

IN WITNESS WHEREOF, the Parties have executed this Intellectual Property Purchase Agreement and Assignment as of the Effective Date.

PURCHASER:

BCDE GROUP LLC
a Minnesota limited liability company

By: 

Mark J. Wright, Managing Partner

SELLER:

BCDE GROUP WASTE MANAGEMENT LTD. OY
a Finnish corporation

By: 

Dr. Hannu L. Suominen, Chairman of the Board

EXHIBIT APatent Rights Owned by Seller

Title	Patent/Registration No.	Date	Country	Description
Method and Apparatus for Removing Impurities from Waste Water by Electro Flocculation	10/540207	June 20, 2005 (date of application)	United States	Technology described in this patent application was included in the first accepted municipal application proposal of Seller.
Method and Apparatus for Removing Impurities from Waste Water by Electro Flocculation	2510638	January 24, 2003 (date of application)	Canada	N/A
Flock Separating Apparatus	5,888,359	March 30, 1999 (date of issuance)	United States	Technology described in this registered patent was included in the first accepted municipal application proposal of Seller.
Flock Separating Apparatus	6,886,732	July 11, 2000 (date of issuance)	United States	Technology described in this registered patent was included in the first accepted municipal application proposal of Seller.

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EXHIBIT B

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Assignment") is made and entered into this 9 day of July, 2008, by and between BCDE Group Waste Management Ltd, OY, a Finnish corporation ("Assignor"), and BCDE Group LLC, a Minnesota limited liability company ("Assignee"). Assignor and Assignee may be referred to in this Assignment individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, Assignor is the owner of certain patent rights and intellectual property related to the waste elimination industry, including Assignor's know how, techniques, inventions, discoveries, trade secrets, derivative works or work product of any nature whatsoever related to or connected with such intellectual property as further described on Schedule 1 attached hereto (collectively, the "Intellectual Property"); and

WHEREAS, in connection with that certain Intellectual Property Purchase Agreement Assignment by and between Assignor and Assignee, dated June 26, 2008 (the "Purchase Agreement"), and that certain Waste Elimination Technology License Agreement by and between Assignor and Assignee of even date therewith (the "License Agreement"), Assignor desires to assign the entire right, title and interest in and to the Intellectual Property, and Assignee desires to acquire the entire right, title and interest in and to the Intellectual Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

ASSIGNMENT AND AGREEMENT

1. Assignment. Assignor hereby assigns and transfers to Assignee, and Assignee hereby accepts, the entire right, title and interest in and to the Intellectual Property; the same to be held and enjoyed by Assignee for its own use and on its own behalf, and for its legal representatives, successors, assigns and designees, as fully and entirely as the same would have been held by Assignor had this Assignment and sale not been made; provided, however, this Assignment shall not become effective unless and until any and all conditions to Permanent Assignment (as defined in the License Agreement) as provided in the Purchase Agreement and/or License Agreement have been satisfied.

2. Protection and Enforcement. Assignor irrevocably designates and appoints Assignee as its agent and attorney-in-fact, to act for and in its behalf and stead to execute, register and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution and issuance of intellectual property rights associated with the Intellectual Property with the same legal force and effect as if executed by Assignor. Assignor shall do all acts reasonably necessary to promptly assist Assignee in obtaining, transferring and/or assigning the Intellectual Property, including without limitation, executing such documents as Assignee may reasonably request. To the extent any court, administrative tribunal or agency with appropriate jurisdiction determines any of the rights granted hereunder may be inalienable or invalid, Assignor shall agree not to exercise such rights, and to grant to Assignee the exclusive, perpetual,

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OY IP Purchase Agreement and Assignment

irrevocable, transferable, assignable and sub-licensable right to exercise all intellectual property rights in the Intellectual Property as determined in the Purchase Agreement.

3. **Miscellaneous.** This Assignment shall be binding upon the Parties hereto and their successors. This Assignment will be governed by and construed under the laws of Finland, without regard to conflicts-of-law principles that would require the application of any other law. The provisions of this Assignment are severable. If any provision of this Assignment is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will in no way be affected or impaired thereby. The Parties agree that the Recitals contained herein are specifically incorporated into the Assignment by this reference. The undersigned further agree to cause any and all entities or otherwise, which are directly or indirectly controlled or influenced by the undersigned, to transfer the Intellectual Property.

IN WITNESS WHEREOF, the undersigned has signed this assignment as of the 9 day of July, 2008.

ASSIGNOR:

BCDE GROUP WASTE MANAGEMENT LTD,
OY

By: Hannu L. Suominen
Hannu L. Suominen, Chairman of the Board

STATE OF _____)
COUNTY OF _____) ss

This instrument was acknowledged before me on the _____ day of _____, 2008, by _____, who personally acknowledged that he is duly authorized to execute the foregoing Assignment of Intellectual Property and has done so as his free act and deed.

Notary Public

JS

OY IP Purchase Agreement and Assignment

ACKNOWLEDGED AND AGREED TO BY:

ASSIGNEE:

BCDE GROUP LLC

By: 

Mark J. Wuolfe, Managing Partner



SCHEDULE 1**Patent Rights Owned by Assignor**

Title	Patent Registration No.	Date	Country	Description
Method and Apparatus for Removing Impurities from Waste Water by Electro Flocculation	10540207	June 20, 2005 (date of application)	United States	Technology described in this patent application was included in the first accepted municipal application proposal of Seller
Method and Apparatus for Removing Impurities from Waste Water by Electro Flocculation	2516038	January 24, 2003 (date of application)	Canada	N/A
Fleck Separating Apparatus	3,848,319	March 30, 1979 (date of issuance)	United States	Technology described in this registered patent was included in the first accepted municipal application proposal of Seller
Fleck Separating Apparatus	6,086,732	July 11, 2000 (date of issuance)	United States	Technology described in this registered patent was included in the first accepted municipal application proposal of Seller

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